


DOCKET NO. HHB CV 17 6039559 S : SUPERIOR COURT
TEMPLE STREET ASSOCIATES II : JUDICIAL DISTRICT OF NEW BRITAIN
LIMITED PARTNERSHIP : AT NEW BRITAIN
VS. :
CITY OF NEW HAVEN : DECEMBER 18, 2018

MOTION FOR JUDGMENT

The Defendant, CITY OF NEW HAVEN, with the consent of the Plaintiff, TEMPLE STREET ASSOCIATES II LIMITED PARTNERSHIP, hereby moves this court to enter judgment in accordance with the Stipulation appended hereto as Exhibit A as to the allegations of the Plaintiff's complaint.

THE DEFENDANT,
CITY OF NEW HAVEN

By

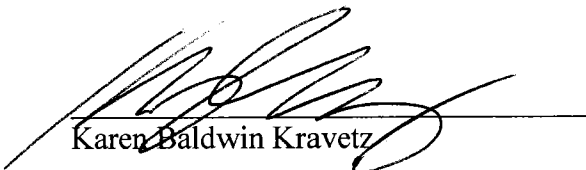

Karen Baldwin Kravetz
Susman Duffy & Segaloff, P.C.
Its Attorney

**ORAL ARGUMENT NOT REQUESTED
TESTIMONY NOT REQUIRED**

CERTIFICATION

I certify that a copy of the above was or will immediately be mailed or delivered electronically or nonelectronically on December 18, 2018 to all counsel and self-represented parties of record and that written consent for electronic delivery was received from all counsel and self-represented parties of record who were or will immediately be electronically served.

GREGORY F. SERVODIDIO, ESQ.
Pullman & Comley, LLC
90 State House Square
Hartford, CT 06103


Karen Baldwin Kravetz

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Exhibit A

DOCKET NO. HHB-CV-17-6039559-S : SUPERIOR COURT
TEMPLE STREET ASSOCIATES II : JUDICIAL DISTRICT OF
LIMITED PARTNERSHIP : NEW BRITAIN AT NEW BRITAIN
VS. :
CITY OF NEW HAVEN : OCTOBER 19, 2018

MEMORANDUM OF AGREEMENT

1. The named Plaintiff, Temple Street Associates II Limited Partnership was on October 1, 2016, and at all relevant times thereafter, the owner of certain real property (two parcels) known as:

40 Temple Street New Haven, CT	Map/block/lot no. 241/0204/ 00500
200 George Street New Haven, CT	Map/block/lot no. 241/0204/ 00400

(hereinafter referred to as the "Properties").

2. The Assessor of the City, as of October 1, 2016 valued the Properties as follows (100% value):

40 Temple Street New Haven, CT	\$18,715,000
200 George Street New Haven, CT	\$12,170,600
TOTAL	\$30,885,600

3. The Plaintiff, within the time prescribed by law, appealed the 100% values as to the 2016 Grand List year, to the Superior Court.

4. After presentment of additional evidence to the Assessor and City, the Parties have agreed to change the values as of October 1, 2016 as follows:

100% value, land and buildings

40 Temple Street New Haven, CT	\$13,750,000
200 George Street New Haven, CT	\$11,250,000
TOTAL	\$25,000,000

70% value, land and buildings

40 Temple Street New Haven, CT	\$9,625,000
200 George Street New Haven, CT	\$7,875,000
TOTAL	\$17,500,000

5. After presentment of additional evidence to the Assessor and City, the Parties have agreed to change the values as of October 1, 2017 and October 1, 2018 as follows:

100% value, land and buildings

40 Temple Street New Haven, CT	\$12,650,000
200 George Street New Haven, CT	\$10,350,000
TOTAL	\$23,000,000

70% value, land and buildings

40 Temple Street New Haven, CT	\$8,855,000
200 George Street New Haven, CT	\$7,245,000
TOTAL	\$16,100,000

6. It is agreed and understood that the parties settled this matter based on agreed upon fair market values, not any estimated overpayment. There is no agreement between the parties to remove any existing lien fees, penalties or interest other than by operation of reduction of the fair market values as set forth above. Any adjustments or changes to the taxes due, whether as a result of existing penalties, interest, lien fees, delinquencies, or other factors will have no impact on the parties' agreement to settle this matter at the agreed upon values.

7. The foregoing values include land and buildings only and not personal property.

8. The foregoing valuations shall be binding for the 2016, 2017 and 2018 Grand Lists on the Plaintiff, the Defendants, their successors and assigns, with the 2018 Grand List values carried forward until the next revaluation cycle.

9. The Plaintiff has agreed not to further challenge, appeal, contest or seek to alter in any way the aforesaid corrected stipulated values before the Board of Assessment Appeals, Assessor or to this Court or any other applicable governmental or judicial body until any City-wide revaluation or if there is a change to the Properties in accordance with Paragraph 10 below.

10. The City reserves its right to revalue the Properties during any City-wide revaluation. The City also reserves its right to alter the valuation if the Properties are altered, improved or change use, including but not limited to changes resulting from the issuance of any Building Permits or Certificates of Occupancy for improvement work that may be done at the Properties. Plaintiff agrees that to the extent the City alters the valuation for any of the foregoing reasons, or if the Properties are improved or change use, the valuation for the portion of the Properties not affected by such alteration shall remain unchallenged in accordance with the Plaintiff's obligations and covenants contained in Paragraph 9. Plaintiff reserves its rights to challenge the alteration in value to the extent of the amount of the alteration in value in accordance with all applicable laws and reserves its right to challenge valuation in the event of a change of use, casualty or loss to the Properties.

11. Each party shall bear its own costs, fees and expenses.

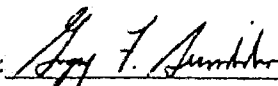
12. Any overpayment by the Plaintiff shall be a credit as payment applied first to any past due amounts (including lien fees and interest) on any prior and/or the present Grand List and then to, subsequent future Grand Lists until exhausted.

13. The Plaintiff waives and shall not be awarded the costs or interest provided under

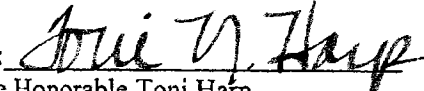
General Statutes § 12-117a or otherwise.

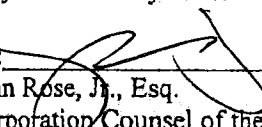
SIGNATURES TO FOLLOW

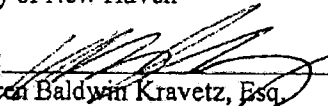
PLAINTIFF TEMPLE STREET ASSOCIATES II LIMITED PARTNERSHIP

By: 
Gregory V. Servodidio, Esq.
Pullman & Comley, LLC
Its Attorney

DEFENDANT CITY OF NEW HAVEN

By: 
The Honorable Toni Harp
Mayor of the City of New Haven

By: 
John Rose, Jr., Esq.
Corporation Counsel of the
City of New Haven

By: 
Karen Baldwin Kravetz, Esq.
Susman, Duffy & Segaloff, P.C.
Its Attorneys